

**JACKSON HOLE TRAVEL AND TOURISM
JOINT POWER BOARD**

**180 S. King Street (physical)
P.O. Box 4068 (mailing)
Jackson, WY 83001**

REQUEST FOR PROPOSAL

**JACKSON HOLE TRAVEL AND TOURISM
ADVERTISING SERVICES**

**RFP DUE March 14, 2022 - 11 a.m. Mountain Standard Time
PUBLIC PROPOSAL OPENING DATE AND TIME
February 11, 2022 - 11 a.m. Mountain Standard Time**

**PURCHASING REPRESENTATIVE: Keith Gingery, Chief Deputy County Attorney
TELEPHONE NO. (307) 732-8611
EMAIL kgingery@tetoncountywy.gov**

	PAGES
I. Background	4-6
II. Request for Proposal	6 - 8
III. Special Provisions	8-15
IV. Written Response Questionnaire	16-18
V. Timeline/Question, Answer period	19
VI. Proposal Price Sheet	20-23
VII. General Provisions	23-26



TRANSMITTAL LETTER

To: Interested Agencies
From: Jackson Hole Travel & Tourism Joint Powers Board
Re: Request for Proposal for Advertising Agency to Design, Develop and Execute Creative Campaigns

Attached is a request for proposal (RFP) to provide services to develop, implement and manage the Jackson Hole Travel & Tourism Joint Powers Board creative advertising campaigns beginning July 1, 2022 through June 30, 2023, with two one-year extensions possible, totaling three years being under contract with the JHTTB until the contract is renewed or rebid. The JHTTB is funded by the Lodging Tax.

This RFP is being sent to all interested and capable parties. To compete and win this contract, a firm must demonstrate that they have the experience, capability and capacity to handle a program of the size, scope and complexity of the Jackson Hole Travel & Tourism Board's program.

The selection process will consist of two steps:

1. A written response to a series of questions concerning the firm's capabilities.
2. If chosen as a finalist, an oral presentation.

A winner will be announced no later than April 29, 2022.

I. BACKGROUND

ABOUT US

The Jackson Hole Travel and Tourism Joint Powers Board/also known as the Jackson Hole Travel and Tourism Board (JHTTB) formed in January of 2011 after voters approved a 2% lodging tax imposed on all Teton County lodging properties. As of January 1, 2021, a 5% statewide Lodging Tax was implemented providing a stable funding source for the JHTTB's efforts. The Jackson Hole Travel and Tourism Board is an all -volunteer board that is designated in joint appointment by the board of county commissioners of Teton County, Wyoming and the Town council of the Town of Jackson for three year staggered terms. Responsibilities for overall policy and budgetary development of the JHTTB are within the purview of the Establishment Agreement of the JHTTB. The JHTTB has an Executive Director who acts as the point person to the assigned agency. To learn more about the operations of the JHTTB, visit www.4jacksonhole.org.

The primary goal and mission of the JHTTB is to effectively spend lodging tax funds to promote travel and tourism to Teton County in a manner that is consistent with the shared values of the community. The JHTTB's actions reflect stewardship of Teton County's natural resources, highlight outstanding amenities with an increasing focus on the quality of the destination's tourism product emphasizing sustainability, longevity and community health and vibrancy. Other goals include:

- Inspiring leisure travelers/consumers to consider a Teton County vacation
- Increasing awareness and visitation to Teton County during the shoulder seasons, Fall, Winter and Spring, while educating Summer travelers to make informed travel planning decisions to mitigate the impacts of capacity issues
- Increasing community engagement/involvement in promoting Teton County to preserve economic prosperity while encouraging them to align in adopting responsible travel practices
- Providing quality information to convert interest into travel to Teton County and grow Teton County's market share
- Allowing the Teton County community to utilize the JHTTB's promotional efforts to leverage their marketing dollars and product/cause awareness and education through cooperative programs

The Jackson Hole Travel & Tourism Board meets once/month, (second Thursday of every month). The board has three committees that include board members, as well as representatives from the tourism industry. The three committees are Marketing, Special Events and Sustainability. The contractor will work closely with the marketing committee and report to the JHTTB Executive Director on their activities in accordance with office and board policies.

Written reports from vendors are prepared monthly and distributed to board members and committee members for their review and comments. All contractors are to provide support to JHTTB Executive Director and appropriate committees and are expected to attend board and committee meetings.

General Research Information

The Jackson Hole Travel & Tourism Board has access to the Jackson Hole Airport board's research conducted bi-annually by RRC Associates which surveys airport passengers in the summer and winter. Research available upon request.

General Marketing Information

Currently, for the fiscal year 2022, the JHTTB promotes Teton County with an \$3.0 million domestic advertising budget. The JHTTB primarily focuses on the out of state audience during the shoulder season as defined in the establishing agreement. Spring and Fall focuses on drive markets including Colorado, Utah, Idaho and Montana. In the winter season, the focus is on key target flight markets including; New York, LA, San Francisco, Houston, Dallas, Seattle, Chicago and Atlanta. Markets vary based on seasonality, audience segmentation and other factors such as accessibility to the area and repeat visitation numbers. Currently, the JHTTB does not directly execute Public Relations but has provided funding for press and traditional trips as well as press events to other local entities driving PR initiatives. The JHTTB contracts with a local social media firm to manage its social media channels.

Consult visitjacksonhole.com for current domestic campaigns including JHTTB's existing brand platform for the Jackson Hole destination.

General Contract Information and Scope of Work:

The contract, if any is awarded as a result of this RFP, will require the entity selected to meet the needs of the JHTTB. The JHTTB intends to award one contract to a qualified organization for creating campaigns, hereinafter referred to as the Contractor.

The general needs of the JHTTB and SOW for this contract include:

- 1). Strategic planning informed by research, (qualitative and quantitative)
- 2). Account/Project management: collaborate with the Executive Director and manage other partnership relationships including social agency, digital agency and PR
- 3). All media planning and buying
- 4). Creative campaign development in ALL channels, traditional and new media
- 5). Content creation and execution, primarily blog
- 6). Community Workshops conducted quarterly

7). Data collection/analytics/ campaign metrics and reporting

The Contractor will assume responsibility for the performance of all required services, whether or not subcontractors are involved. The JHTTB will consider the Contractor to be the sole point of contact with regard to all matters and will not maintain contacts with any subcontractor. The Contractor, however, will specify for the JHTTB any subcontractors the Contractor intends to use and what their function(s) will be. The organization must furnish the corporate or company name and names of key personnel to be assigned to the contract by the subcontractor. The JHTTB will retain the right to inspect any phase of the Contractor's efforts in fulfillment of the contract, either on a continuing or a spot-check basis, including visits to vendors' premises.

All materials, ideas, designs, layouts, etc. developed under this contract and paid for by the JHTTB are the property of the JHTTB and may not be used for any other purpose without the prior written permission of the JHTTB. If the Contractor uses subcontractors to provide any of the materials and services set forth in this contract, the Contractor shall obtain all necessary releases to assure that all materials, ideas, layouts, etc. are property of the JHTTB. A contract will be awarded for services provided from July 1, 2022 to June 30, 2023 based upon funding availability. The resulting contract may be renewed at the sole discretion of the JHTTB, for two additional one-year periods.

REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, (one (1) original and eight (8) copies) will be received for providing ADVERTISING SERVICES FOR THE JACKSON HOLE TRAVEL AND TOURISM JOINT POWER BOARD by the Teton County and Prosecuting Attorney's Office, P.O. Box 4068, 180 S. King St., Jackson, Wyoming 83001 until **March 14, 2022, 11:00 a.m.**, at which time they will be publicly opened.

NOTE: Packages not containing the required number of copies will be rejected.

- 1.1 No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals **will not** be accepted by Fax or Email.
- 1.2 Proposals must be received in the office of the Teton County and Prosecuting Attorney's Office on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

- 1.3 Proposal information is restricted and not publicly available until after the opening of the proposals.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1 A proposal that is in the possession of the Jackson Hole Travel and Tourism Joint Power Board may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted.
- 2.2 A proposal that is in the possession of the Jackson Hole Travel and Tourism Joint Power Board may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by the Jackson Hole Travel and Tourism Joint Power Board.

3. PREPARATION OF PROPOSALS:

- 3.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3 Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4 Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Jackson Hole Travel and Tourism Joint Power Board to indicate a lack of interest and will result in the removal of the Firm's name from the applicable mailing list.

4. AWARD AND CONTRACT INFORMATION:

- 4.1 The proposer expressly warrants to the Jackson Hole Travel and Tourism Joint Power Board that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.

- 4.2 The Jackson Hole Travel and Tourism Joint Power Board reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Jackson Hole Travel and Tourism Joint Power Board to do so. The Jackson Hole Travel and Tourism Joint Power Board will award this contract to the firm, determined by the Jackson Hole Travel and Tourism Joint Power Board the most responsive and responsible offer, based on criteria specified herein.
- 4.3 This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.4 The successful proposer will be required to enter into and sign a formal Contract with the JHTTB with reasonable adjustments acceptable to the JHTTB. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.

DATED THIS 11th DAY OF FEBRUARY, 2022

Jackson Hole Travel and Tourism Joint Power Board

Cory Carlson, Chairman

SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE TETON COUNTY AND PROSECUTING ATTORNEY'S OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 11 A.M. MST ON March 14, 2022.

NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.

NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.

DESCRIPTION OF WORK:

A. GENERAL INFORMATION:

The Jackson Hole Travel and Tourism Joint Power Board, requires the creation, development and placement of creative campaigns directed to their target markets.

1. The JHTTB conducts regional, national and some international advertising, promotions and public relations to attract visitation to Jackson Hole, the Town of Jackson, and Teton County during the shoulder seasons of Fall, Winter and Spring. Increasingly, and in light of community strains prompted by the emergence of the 2020 global pandemic, the JHTTB has adopted responsible traveler marketing tactics anchored in education, health and human safety and natural resource protection messaging to accompany the rest of their seasonal marketing strategies. The budget is developed on an annual basis, but has not been established for the period of this Contract. In FY 2022 fiscal year the media buy expenditure was \$840,877 and the total contract, advertising spend was \$1,428,807 million. The current projection will include a minimum increase of 10%. In addition to providing market analysis, strategic marketing and advertising recommendations, the Proposer's capabilities must include the following creative and media purchasing activities:
 - Magazine – National general interest and travel titles
 - Newspaper – Local, regional and national
 - Radio – Satellite and network
 - Television-National, spot and cable/satellite
 - Influencer marketing campaigns
 - Direct mail
 - National and international travel trade publications
 - Creating and producing collateral and fulfillment pieces

B. SERVICES REQUIRED/ROLE OF AGENCY

JHTTB is seeking a creative partner to review our value propositions, key consumer demographics and destination brand research to further develop and enhance existing creative campaigns for 2022-2023.

The agency will execute all creative for major print and digital deliverables as well as any other media assets connected to campaign concepts. The agency will be responsible for executing any on- site events, video production, photography - radio or other production services related to campaign concepts.

This creative campaign should reflect the unique brand position of Jackson Hole including highlighting community values centered around the destinations core assets, qualities and commitments including: Proximity to two globally celebrated National Parks during shoulder season emphasizing conservation and responsible visitation and exploration, wildlife, natural assets and beauty, family destination, non-stop flights from 13 cities, world class skiing and snowboarding at three Teton County leading resorts including Grand Targhee in Alta, Wyoming, Jackson Hole Mountain Resort in Teton Village, Wyoming and Snow King Mountain Resort in downtown Jackson, Wyoming, luxury amenities, and upscale, informed arts and music scene. The aesthetic should include; Wild, premium, authentic, exceptional, and otherworldly.

The JHTTB expects partners to provide insights and guidance on which of Jackson Hole's value propositions make the most compelling brand campaign, allowing the destination a leadership spotlight in the emerging space of responsible travel and recreation. The campaign should focus on an overarching narrative of respective attractions and activities in an appropriately scaled capacity, aligned to changing seasonality.

Successful campaigns illustrate thought shaping/shifting concepts that are unique to the Jackson Hole brand, and easy for customers, prospects and loyal promoters to adopt and amplify.. The metrics for success include a more seamless sharing of inspiration and informed visitation while minimizing impact and negative associations with mas/over-tourism, maintaining competitive inter-mountain market share with occupancy rates, quality reviews and recommendations, enplanements, crossover visitation to neighboring Wyoming destinations and lodging tax collected. Unaided brand awareness, (administered via pre/post campaign survey) and an increasing advocacy and allegiance to preserving community quality and character through local engagement and satisfaction are core definitions of a successful destination marketing campaign.

Qualified firms and their staff should demonstrate capabilities and proven successes in handling accounts of the nature, size, and complexity of the JHTTB's domestic program. Working with the JHTTB's Executive Director, the contractor will be required to provide a comprehensive domestic consumer marketing plan including strategies to execute the plan. That program will consist of, but is not limited to:

1. **CREATIVE SERVICES:** Ability to develop advertising concepts, themes and slogans; design advertising for digital display and publication layouts; produce television commercials, from concept through storyboard, to final production; produce rich media and conversion-centric internet banners; produce online video, copywriting for print advertisements and for radio and television commercials.

2. **NON-DIGITAL MEDIA RESEARCH, EVALUATION, PURCHASE, PLACEMENT SERVICES:** Ability to provide the highest quality experience and skill in media strategy and audience targeting, including research and evaluation of mediums including: print, TV, Desktop and Mobile Devices, Out of Home, Direct Mail, etc.) and advertising channels; negotiation, verifications, added value opportunities and partnerships including co-op advertising programs with state tourism and locally.

3. **RESEARCH:** Ability to provide market analysis information; pre-test advertising concepts and slogans in key markets; organize and conduct focus group studies; conduct research to determine motivation for travel among consumers and understand consumer's propensity to travel

4. **KNOWLEDGE OF DOMESTIC AND INTERNATIONAL TRAVEL INDUSTRY:** Ability to provide information regarding travel trends, future projections, and demonstrate an understanding of market/economic fluctuations and how these affect travel as it relates to consumer attitudes and behaviors towards travel.

5. **ACCOUNT/FISCAL MANAGEMENT/COST OF SERVICE:** Demonstrate ability to provide quality account management regarding fiscal responsibility including, but not limited to, budgeting/accounting, invoicing and timing, and implementation of best practices for a fee based compensation and pricing structure. Produce dynamic presentations for the board and community on JHTTB's consumer advertising programs and results.

6. **EXPERIENCE IN BUILDING PARTNERSHIPS:**
Ability to build appropriate partnerships with other organizations and companies

7. **INDUSTRY INTEGRATION AND LEADERSHIP:**
Coordinate with local community for the use of the JHTTB's creative work to promote tourist travel. When developing opportunities for advertising campaigns, agency should integrate as many tourism industry partners as possible such as the Chamber of Commerce, hotels, attractions, etc. Assist in providing industry relations services for the marketing program, including presentations to organizations when requested by the JHTTB.

9. **MEASUREMENT AND REPORTING:**
Recommend and develop a "measures of success" for consumer advertising campaigns. Provide reports on status and progress of the JHTTB's consumer advertising program, its expenditures and confirmation of major decisions. Collaborate, coordinate and support JHTTB's other contractors and partners including but not limited to; digital agency, social agency, PR, fulfillment, the state tourism office and local hotels and attractions. Key agency personnel must be able to attend phone meetings with JHTTB staff with a 24-hour notice, exclusive of weekend and state holidays. Attend committee meetings and monthly board meetings, including

coordinating, presentations and providing input during discussions.

Other activities deemed necessary by the JHTTB Executive Director and JHTTB to accomplish JHTTB's marketing goals.

C. PROJECT MANAGEMENT TEAM:

Upon awarding this Contract, the Successful Proposer(s) will name one (1) individual that shall act as Account Manager for the Tourism account. The Account Manager will be responsible for servicing the Tourism account and will coordinate all Tourism programs with the creative, research, media, production and accounting departments. The Account Manager will be responsible for all deadlines and for the finished quality of all Tourism programs, campaigns and products conducted.

D. TERMS OF THE PROPOSAL:

1. The Successful Proposer may bill Jackson Hole Travel and Tourism Joint Power Board on a monthly basis as the campaign progresses by submitting itemized invoices along with a Teton County voucher. Jackson Hole Travel and Tourism Joint Power Board is exempt from sales and use taxes in Wyoming.
2. This Contract shall run from approximately July 1, 2020 through June 30, 2023 with the option for Jackson Hole Travel and Tourism Joint Power Board to renew two one year extensions.

E. SELECTION PROCESS:

1. **WRITTEN PROPOSALS:** Based on the enclosed written response questionnaire, written proposals will be evaluated by Jackson Hole Travel and Tourism Joint Power Board. The initial evaluation will reduce the field of Proposers to at least two (2), but not more than six (6) finalists. All finalists will be notified by Jackson Hole Travel and Tourism Joint Power Board in writing no later than April 4, 2022.
2. **FINALIST PRESENTATIONS:** The finalists, based upon the evaluation of the written proposal, will make an oral presentation to the Jackson Hole

Travel and Tourism Joint Power Board. The date and time of the oral presentation will be by mutual consent, but will take place on April 14-15th, 2022. The oral presentation shall not exceed two (2) hours in length, which shall include questions and answers.

F. SCORING CRITERIA FOR EVALUATION OF WRITTEN PROPOSALS:

1. (25 points) ~ Experience and quality. Special attention will be given to the skills of management assigned to the account, the Account Manager, the media buyers and the creative staff.
2. (20 points) ~ Evidence that the Proposer has past successful experience in the conduct of regional, national and international advertising, marketing, management, and promotional campaigns and media placements for an account of this size and scope.
3. (20 points) ~ Evaluation of a minimum of two (2) relevant examples of finished Proposer-produced multi-media advertising, marketing, management and promotion campaigns and media plans, which include samples of how the Proposer used research, marketing, advertising, promotion, partnerships and media planning to successfully move the clients' business forward.
4. (15 points) ~ Evidence that the Proposer has an understanding of Teton County's tourism product, national travel trends and forecasts, and Teton County's future potential to capture/increase market share.
5. (10 points) ~ Proposed pricing structure.
6. (5 points) ~ Other relevant data and information.
7. (5 points) ~ Operating as a Wyoming company is not a requirement for Proposers responding to this RFP. Companies that qualify as Wyoming residents will receive an additional five percent (5%) of the total points possible. Resident Proposers must verify residency according to Wyoming state statute.

Total Possible Points for Written Proposal: 100 points

G. SCORING CRITERIA FOR EVALUATION OF FINALIST ORAL PRESENTATION:

1. (20 Points) ~ Experience and quality. This includes the involvement of senior agency management, experience level of the key members of the team (particularly account, creative and media persons) and the perceived ability of the proposer to work with Jackson Hole Travel and Tourism Joint Power Board and members of Wyoming's tourism industry.
2. (20 Points) ~ Evaluation of the overall capabilities (current and proposed) of those elements of marketing, research, advertising, management promotion and public relations which are relevant to Teton County's needs and the ability of the Proposer to handle an account of this scope and size. Demonstrate capabilities in providing the necessary research to build successful campaigns including how the Proposer works to understand the motivators and attitudes of consumers towards travel and destination management.
3. (20 Points) ~ Case history, demonstrating research, strategic positioning, print, broadcast and online advertising, partnering/promotion, unique media planning and results for a campaign of which the Proposer is most proud.
4. (25 Points) ~ Provide a speculative advertising effort and destination management campaign for Teton County, with particular emphasis on strategic positioning, creative/thematic strategy, and media strategy. Creative and media executions should be rough and inexpensively prepared. Provide specific information of how the Proposer arrived at the proposed concept to take Teton county's advertising/management efforts into the future. Describe the analysis and insight into Teton County's market position, market share and market potential used to develop the concept. (See Services Required on page 10).
5. (10 Points) ~ Other unique or relevant benefits that the Proposer can bring to the table.
6. (5 Points) ~ Wyoming Companies

Total Possible Points for Oral Presentation: 100 points

The Jackson Hole Travel and Tourism Joint Power Board will be the sole judge with respect to the evaluation of these proposals. Each Proposer will be judged on each of the criteria indicated above, and the Proposers that receive the highest scores on the written phase, maximum of six (6), will be considered a finalist and will make presentations to the Jackson Hole Travel and Tourism Joint Power Board. These finalists will be judged on the above presentation criteria following the presentation phase, and the Proposer with the highest aggregate score from the Jackson Hole Travel and Tourism Joint Power Board will proceed to final Contract negotiations.

H. PRICE NEGOTIATION:

Proposer should complete the attached Proposal Price Sheet as part of the RFP proposal on page 20.

After all criteria are evaluated, the Jackson Hole Travel and Tourism Joint Power Board will have the option to enter into Contract and price negotiations with one (1) or more of the Successful Proposer(s). At that time, all pricing and charges will be negotiated between Jackson Hole Travel and Tourism Joint Power Board and the Successful Proposer(s). Following negotiations and when final pricing arrangements have been mutually agreed upon by the Successful Proposer(s) and Jackson Hole Travel and Tourism Joint Power Board, Jackson Hole Travel and Tourism Joint Power Board may award the Contract to the Successful Proposer(s), which in the best judgment of Jackson Hole Travel and Tourism Joint Power Board, offers the optimum combination of price, creative ability and knowledge to increase Teton County's tourism market share and overall tourism economy.

IV. WRITTEN RESPONSE QUESTIONNAIRE:

Written responses should address each of the items listed below.

Experience and quality of the Proposer and the team:

1. Proposer name, address, phone number.
2. History of Proposer (one page or less).
3. Ownership structure and the names, titles, length of service of principals along with a brief resume for each.
4. Current clients, years of service and reference contact information for each. Identify any current clients posing a possible conflict of interest.
5. Total annual billings 2019, 2020, 20121 and anticipated 2022. Please use capitalized income to calculate billings.
6. Name, title, and short resume of Account Manager, Copywriter, Art Director and Media Buyer who will be assigned to the account and rationale for this choice.
7. List other employees that will serve the account and the skill/experience they will bring. Provide an organizational chart of the Proposer's assigned team and the estimated percentage of time each team member will spend on the account along with other accounts to which they are currently assigned.
8. Describe key personnel's current or past experience with tourism clients and identify any current clients posing a possible conflict of interest.
9. Present plans to use Wyoming people/companies and describe what portion of budget it would represent.

Evidence of Proposer's past successful experience:

10. From a creative standpoint only, provide a sample(s) of campaigns of which the Proposer is most proud.

11. Briefly describe experience with content development and management across all platforms. If these services do not exist in-house, indicate how the capability will be added and services provided.
12. Briefly describe experience in tracking/monitoring campaign results and how that might translate to the account.
13. Using a specific example(s), describe research capabilities.
14. Using a specific example, explain experience in response generation, with particular emphasis on driving traffic to a website.
15. Briefly describe Public Relations capabilities. If these services do not currently exist in-house, indicate how the capability will be added and services will be provided.

Relevant Examples/Case Histories:

16. Provide samples of two (2) relevant multi-media campaigns along with a brief description of the success of these efforts. If these samples do not include all elements of research, strategy development, creative, media planning, promotion and partnering please include a separate description/example of any elements not included in the relevant samples.

Understanding of the national tourism market:

17. Provide no more than three (3) pages of the Proposer's understanding of Teton County's tourism product, the state of the travel industry including national trends and forecasts. Include supporting rationale for these insights.

Proposed pricing structure:

18. Using an existing account of Teton County's scope and size, state the preferred compensation structure. If the compensation is commission based, be specific with regard to what is commissionable, what is not included in the commission and explain what is included in the non-commissionable charges. If it is hourly based, state the hourly charges. If it is fee based, state how the fee is determined.
19. Describe what the method/policy/amount of charging for travel expenses and travel time will be.
20. Describe the mark-up policy and supporting rationale.

Other:

21. Describe any relevant services, etc., which have not been covered.

J. QUESTION AND ANSWER PERIOD:

Questions regarding **any part of this RFP** must be submitted **in writing**, via email, no later than **12:00 p.m. MST on February 21, 2022** to:

Teton County and Prosecuting Attorney's Office
Attention: Keith Gingery, Chief Deputy County Attorney
Email: kgingery@tetoncountywy.gov

Answers to all questions will be compiled, answered and mailed/emailed to all Proposers on **February 28, 2022**.

Event Description	Date
A. RFP Release Date	February 11, 2022
B. Questions Due	February 21, 2022; 12:00 p.m. MST
C. Answers returned/emailed to Proposers	February 28, 2022
D. RFP Closes; Opening Date/Time	March 14, 2022 11 a.m. MST
E. Finalists Notified	April 4, 2022
F. Oral Presentations	April 14-15 th , 2022 in Jackson, WY
G. Vender Recommendation/Notification	April 29, 2022

PROPOSAL PRICE SHEET

The undersigned agrees to provide Creative Advertising Services to the Jackson Hole Travel and Tourism Joint Power Board in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
ADVERTISING SERVICES	 \$

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____
FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship _____ General Partnership

_____ Corporation _____ Limited Partnership

_____ Limited Liability _____ Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

- 1.1 The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the Jackson Hole Travel and Tourism Joint Power Board for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the Jackson Hole Travel and Tourism Joint Power Board, or to incur any obligation of any kind on the behalf of the Jackson Hole Travel and Tourism Joint Power Board. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Jackson Hole Travel and Tourism Joint Power Board employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

- 2.1 The contractor shall indemnify and save harmless the Jackson Hole Travel and Tourism Joint Power Board, its officers, and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said contractor or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said contractor or from any claims or amounts arising or recovered under the Workers' Compensation Act, or any other law, ordinance, order or decree.

3. LAWS TO BE OBSERVED:

- 3.1 The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance,

regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

- 4.1 The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1 The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.
- 5.2 The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the JHTTB.
- 5.3 Claims for money due or to become due contractor from the JHTTB under the Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the JHTTB. Notice of any assignment or transfer shall be furnished to the JHTTB.
- 5.4 The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

- 6.1 Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice by mail, or personal delivery of notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2 The JHTTB may, upon ten days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the

Contract. In such event, all campaigns and presentations, finished documents, data, models and reports prepared under this contract shall, at the option of the Jackson Hole Travel and Tourism Joint Power Board become its property upon payment for services rendered through the termination of the Contract.

- 6.3 Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Teton County Attorney will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

- 8.1 Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the proposer's risk.

9. EXTENSION AND AMENDMENT:

- 9.1 The proposer and the Jackson Hole Travel and Tourism Joint Power Board covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and the Jackson Hole Travel and Tourism Joint Power Board, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) year, and said option to extend this proposal or Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years.

10. COMPLIANCE WITH LAWS:

- 10.1 In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

11. AUDIT:

- 11.1 The Jackson Hole Travel and Tourism Joint Power Board or any of their duly authorized representatives shall have access to any books, documents, papers, and

records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

12.1 The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Consultant warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

13.1 It is agreed that all finished or unfinished campaigns, creative, presentations, documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the Jackson Hole Travel and Tourism Joint Power Board, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the Jackson Hole Travel and Tourism Joint Power Board, will be turned over to the Jackson Hole Travel and Tourism Joint Power Board.

14. CONFIDENTIALITY OF INFORMATION:

14.1 All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the Jackson Hole Travel and Tourism Joint Power Board for its release.

15. SOVEREIGN IMMUNITY:

15.1 The Jackson Hole Travel and Tourism Joint Power Board does not waive immunity by entering into the Contract, and Jackson Hole Travel and Tourism Joint Power Board specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

16. INDEMNIFICATION:

16.1 The contractor shall release, indemnify, and hold harmless the Jackson Hole Travel and Tourism Joint Power Board, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.